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12 Albertson's LLC*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 LINDA SBLENDORIO, individually) Case No. 2:23-cv-00917-GMN-VCF

16 vs. Plaintiff,)

17 ALBERTSON'S LLC, a Foreign)
18 Limited-Liability Company; DOES I-X;)
19 inclusive; and ROE CORPORATIONS I-)
20 X, inclusive)

21) **STIPULATED PROTECTIVE ORDER**

22)
23 Defendants

24 **STIPULATED PROTECTIVE ORDER**

25 Defendant Albertson's LLC, (hereinafter "Defendant") seeks to disclose documents that
26 may involve trade secrets, confidential research, proprietary materials, and development and/or
27 commercial information belonging to Defendant.

28 Defendant will provide these documents for inspection, review, and copying only under a
Protective Order upon the hereinafter stated terms and conditions.

All the parties are in agreement as to the terms of the said *Protective Order*; therefore:

IT IS HEREBY ORDERED:

1. Defendant will disclose documents that it designates "Confidential and Proprietary"
(meaning they may involve trade secrets, confidential research, proprietary research, proprietary

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1 materials and/or development and/or commercial information) to the parties to this suit and their
2 attorneys, only pursuant to this Order and under the conditions that follow. With respect to said
3 documents being designated as "Confidential and Proprietary," Defendant bears the burden of
4 showing good cause why the document contains information which may be set forth in a log
5 and/or set forth in Defendant's disclosure of documents. In designating information or items
6 marked for protection under this Order, Defendant must take care to limit any such designation to
7 specific material that qualifies under the appropriate standards.

8 2. These documents may include, but are not limited to, policies and procedures of
9 Defendant, including its General Safety Policy, Procedures for Customer Injuries, Southwest
10 Division Training Handbook, and others. These documents contain proprietary and confidential
11 information pertaining to Defendant's training protocols.

12 3. Any and all of the aforesaid material disclosed by Defendant pursuant to this order and the
13 contents thereof shall be maintained in confidence by counsel for Plaintiff. After their production,
14 the aforesaid materials shall maintain protection and must fully comply with the provisions
15 below.

16 4. Any and all of the aforesaid materials disclosed by Defendant and the contents thereof
17 shall be used only in connection with the above-captioned matter and shall not be used for any
18 other purpose whatsoever.

19 5. No person who examines any document produced pursuant to this Order shall disseminate
20 orally, in writing, or by any other means, the document(s) of the information contained therein, to
21 any other person not also authorized to examine documents under the terms of this order. Persons
22 authorized to examine documents include counsel, counsel's staff, the parties, and experts.

23 6. Counsel for Plaintiff may permit Plaintiff or any expert(s) or consultant(s) hired by
24 Plaintiff to review the documents subject to this Protective Order, but counsel for Plaintiff must
25 first obtain from Plaintiff's said expert(s) and/or consultant(s) a written statement confirming
26 their agreement to comply with every element of this Protective order. A copy of this Non-
27 Disclosure Agreement is attached hereto at **Exhibit A**. Plaintiff and said experts shall agree that
28 the documents and the contents thereof shall not be disclosed to any other person or entity and

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1 said documents shall not be photocopied or reproduced by any means, except for use in
2 association with this litigation. Any documents provided to experts or consultants must be
3 returned to counsel for Defendant or destroyed within thirty (30) days of the conclusion of the
4 above-captioned litigation pursuant to the terms of paragraph 9 below. Both consulting and
5 testifying experts may review the documents in accordance with the terms of this paragraph,
6 which paragraph does not alter the applicable disclosure requirements and/or privileges.

7 7. Notwithstanding the foregoing provisions, this Order shall be without prejudice to the right
8 of any party to challenge the propriety of discovery on any grounds, including but not limited to,
9 relevance, privilege, and materiality.

10 8. Notwithstanding the foregoing provisions, this Order shall not restrict in any manner the
11 right of any party to offer or use as evidence at the trial of this action any of the documents
12 subject to this Protective Order, and nothing contained herein shall be construed as a waiver of
13 any objection which might be raised as to the admissibility of any evidentiary material.

14 9. If a party challenges the designation of any disclosure marked "Confidential and
15 Proprietary" pursuant to this Protective Order, the challenging party shall provide the designating
16 party written notice of any such challenge and shall identify in such notice the bates number of
17 the documents and/or the deposition transcript at issue. The parties shall make good faith efforts
18 to resolve the dispute. The party defending the designation shall have the burden to demonstrate
19 to the Court that the designation is proper under this Protective Order. If an agreement is not
20 reached, counsel for the designating party will file a motion to preserve the confidentiality
21 designation. The burden of proof to demonstrate confidential treatment of any information at all
22 times remains with the designating party. The confidential information in controversy shall not be
23 disclosed or declassified until required by the Court upon written order, or as agreed in writing by
24 the party who designated the information. If the Court determines that the designation or
25 challenge to such designation was made in bad faith, it may award sanctions.

26 10. Upon written request made within thirty (30) days after the conclusion of this lawsuit by
27 settlement, a jury verdict, nonsuit, dismissal by judicial order or otherwise, all Defendant's
28 materials and documents, including any and all copies, or renditions made from the materials,

1 must be returned to counsel for Defendant or destroyed within thirty (30) days of the conclusion
2 of the above captioned litigation.

3 11. The parties shall separately confer regarding the use of Confidential Material at trial and at
4 any hearing, and to the extent an agreement cannot be reached, the Court shall intervene. A party
5 seeking to file a confidential document, with any appropriate redactions, under seal must file a
6 motion to seal and must comply with the Ninth Circuit's directives in *Kamakana v. City of*
7 *Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and *Pintos v. Pacific Creditors Association*, 605 F.3d
8 665, 678 (9th Cir. 2010). Documents must be filed under seal using the Court's electronic filing
9 procedures. *See* Local Rule IA 10-5. Papers filed with the Court under seal must be accompanied
10 with a concurrently filed motion for leave to file those documents under seal. *See* Local Rule IA
11 10-5(a).

12 12. The parties understand that the Court will maintain the Confidential Material it receives
13 pursuant to paragraph 9 above under seal in accordance with the local and governing laws and
14 rules.

15 13. A breach of the terms of this Order shall entitle counsel for Defendants to appropriate
16 sanctions, including but not limited to attorney's fees and costs incurred in the enforcement of
17 this Order.

18 **IT IS SO STIPULATED** and agreed as to the terms and conditions of this Protective Order

19 DATED: October 18, 2023

20 DATED: October 18, 2023

21 /s/ Eric Marshall
22 Eric Marhsall, Esq.
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24 Henderson, NV 89074
25 Attorney for Plaintiff

26 /s/ Dallin Knecht
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30 _____
United States ~~District~~ Court Judge
Magistrate

31 Dated this 19th day of October 2023